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5
6 **SUPERIOR COURT OF ARIZONA**
7 **MARICOPA COUNTY**

8 ARIZONA CORPORATION
COMMISSION

9 Plaintiff,

10 v.

11 MATHON MANAGEMENT COMPANY,
L.L.C., fka an Arizona limited liability
12 company now dba a Delaware limited
liability company, SLADE WILLIAMS AND
13 ASSOCIATES, L.L.C., an Arizona limited
liability company, MATHON FUND I,
14 L.L.C., an Arizona limited liability company,
MATHON FUND, L.L.C., fka an Arizona
15 limited liability company now dba a
Delaware limited liability company,
16 INTEGRITY101, L.L.C., an Arizona limited
liability company, INTEGRITY 201, L.L.C.,
17 an Arizona limited liability company,
INTEGRITY 301, L.L.C., and Arizona
18 limited liability company, INTEGRITY401,
L.L.C., an Arizona limited liability company,
19 INTEGRITY 501, L.L.C., an Arizona limited
liability company, INTEGRITY 601, L.L.C.,
20 an Arizona limited liability company,
INTEGRITY 701, L.L.C., an Arizona limited
21 liability company, INTEGRITY 801, L.L.C.,
an Arizona limited liability company,
22 INTEGRITY 901, L.L.C., an Arizona limited
liability company, ROUND VALLEY
23 CAPITAL, L.L.C., an Arizona limited
liability company, W.S.F. – WORLD
24 SPORTS FANS, L.L.C., an Arizona limited
liability company, MILL CREEK, L.L.C., an
25 Arizona limited liability company,
BELLEVUE HOLDINGS, L.L.C., an
26 Arizona limited liability company, OAK
HARBOR FINANCIAL, L.L.C., an Arizona
27 limited liability company, SW STRATEGIC,
28 WEALTH ADVISORS, L.L.C., an Arizona

Case No. CV 2005-005484

**MOTION TO APPROVE
SETTLEMENT AGREEMENT AND
STIPULATION IN AID OF PLAN OF
REORGANIZATION**

(Assigned to the Honorable
Barry C. Schneider)

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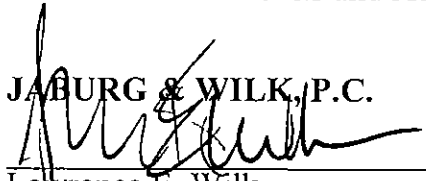
1 limited liability company, EVERETT
2 CAPTIAL, L.L.C., an Arizona limited
3 liability company, CRE CAPITAL, L.L.C.,
4 an Arizona limited liability company,
5 MEZZANINE MANAGEMENT, L.L.C., an
6 Arizona limited liability company,
7 MEZZANINE FUND I, L.L.C., an Arizona
8 limited liability company, JONAS FUND I,
9 L.L.C., an Arizona limited liability company,
10 TEMPLAR FUND L.L.C., fka an Arizona
11 limited liability company now dba a
12 Delaware limited liability company,
13 MERCER ISLAND, L.L.C., an Arizona
14 limited liability company, CONNECTICUT
15 PROPERTIES, L.L.C., an Arizona limited
16 liability company, FIRST ATLANTA
17 INVESTMENTS, L.L.C., a Georgia limited
18 liability company, MM COLONIAL FUND,
19 L.L.C., a Delaware limited liability company,
20 SLADE CONSTRUCTION, L.L.C., an
21 Arizona limited liability company,
22 DUANE SLADE and JENNIFER SLADE,
23 husband and wife, GUY ANDREW
24 WILLIAMS and LISA WILLIAMS, husband
25 and wife,

Defendants.

James C. Sell, the Court appointed Conservator in the above referenced matter (“Conservator”), through counsel of record undersigned, hereby requests that the Court enter an Order authorizing the Conservator to enter into and implement the Settlement Agreement and Stipulation in Aid of Plan of Reorganization (“Stipulation”) which is attached hereto as Exhibit “A”. This Stipulation will resolve disputes between the Debtor entities, the Conservator, the Arizona Corporation Commission, Duane Slade and Guy Andrew Williams. This Stipulation is joined by the Official Committee of Unsecured Creditors, Jennifer Slade and Lisa Williams, to the extent necessary to implement the terms of the Stipulation.

The Motion is based upon the following Memorandum of Points and Authorities.

DATED this 7 day of July, 2006.

JABURG & WILK, P.C.

Lawrence E. Wilk
Jonathan P. Ibsen
Attorneys for James C. Sell, Conservator

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MEMORANDUM OF POINTS AND AUTHORITIES

I. Procedural Background

1. In April, 2005, the Arizona Corporation Commission commenced an action in the Superior Court for Maricopa County, Arizona against Mathon Fund I, LLC, Mathon Fund, LLC, Duane Slade and Guy Williams and related entities (“Mathon Fund I, LLC, Mathon Fund, LLC and related entities are collectively referred to as “Defendant Entities”) seeking, *inter alia*, the appointment of a Receiver over the assets of the Defendant Entities based on alleged violations of the Arizona Securities laws. The Slade and Williams Defendants in the action have denied the material allegations of the complaint. The Superior Court appointed James C. Sell as Receiver of the Defendant Entities. By subsequent Stipulation and Order, the Receivership was continued and the name was changed to Conservatorship.

2. On or about November 13, 2005, Mathon Fund I, LLC, Mathon Fund, LLC, and W.S.F. – World Sports Fans, LLC, commenced these voluntary Chapter 11 proceedings in the United States Bankruptcy Court for the District of Arizona. On or about November 28, 2005, the United States Trustee’s Office appointed a committee of investors to serve as an Official Unsecured Creditors Committee. On or about January 12, 2006, the Bankruptcy Court entered an Order providing the Joint Administration of these proceedings.

II. Summary of the Stipulation

1. The parties to this Stipulation have engaged in extensive negotiations to develop a consensual Plan of Reorganization in the best interests of the investors and other creditors. These negotiations have led to this Stipulation that, subject to the conditions set forth in the Stipulation, would result in the filing of Plan of Reorganization intended to maximize the recoveries for investors in Mathon Fund, LLC, and Mathon Fund I, LLC, and minimize costly and protracted litigation. The parties hereto have agreed that this jointly developed Plan would be submitted to the investors and the Court, and if accepted and approved by them in the manner specified herein, would dispose of

1 the disputes among the parties hereto. It is anticipated that during the pendency of this
2 Motion, the Plan and Disclosure Statement will be filed in the Mathon Fund consolidated
3 bankruptcies.

4 2. Pursuant to the Settlement Agreement, Duane Slade and Guy Williams have
5 provided signed financial statements, executed with the understanding that they will be
6 relied upon, and would be subject to criminal prosecution in the event that they are not
7 true, to the State of Arizona, the Conservator and Debtor Entities.

8 3. Pursuant to the Settlement, Duane Slade and Guy Williams have agreed to
9 transfer to the Debtors substantially all of their exempt property, to be liquidated, and to
10 be placed in a Participating Trust for future distribution through the Bankruptcy
11 proceeding. A significant portion of those assets are currently held by W.S.F. – World
12 Sports Fans.

13 4. Pursuant to the terms of the proposed Plan, those parties who agree to
14 participate in the Plan, vote in favor of the Plan, and are not a non participant, shall be
15 entitled a pro-rata distribution from the Participating Trust established with the proceeds
16 from the assets of Duane Slade and Guy Williams.

17 5. Upon full compliance with the terms of the Settlement Agreement, all parties to
18 the Agreement agree to release each other from any further liability arising out of the
19 Complaint filed by the Arizona Corporation Commission.

20 UNDER THE TERMS OF THE STIPULATION, THE MATHON INVESTORS WHO
21 VOTE IN FAVOR OF A CONFIRMED PLAN, AND ARE PARTICIPANTS
22 THEREUNDER, AGREE TO RELEASE, AND FOREVER DISCHARGE DUANE
23 SLADE AND GUY WILLIAMS FROM ANY LIABILITY ARISING OUT OF THE
24 EVENTS THAT GAVE RISE TO THE ARIZONA CORPORATION COMMISSION
25 ACTION.

26 6. Non participants shall retain their rights and claims against Duane Slade and
27 Guy Williams and shall be subject to avoidance claims by the Debtors. They shall not
28 participate in the distribution from the Participating Trust. If more than 10% of the

1 allowed claims of investors choose to be non participants, the Stipulation is void, unless
2 waived by the parties.

3 7. The Arizona Corporation Commission shall receive a payment of \$750,000
4 from Duane Slade and Guy Williams as damages incurred as a result of the actions of
5 those parties, which payment shall be made from future revenue obtained by Duane Slade
6 and Guy Williams. Payment to the Arizona Corporation Commission shall not be made
7 from any of the assets that are subject to the Participating Trust.

8 8. Duane Slade and Guy Williams agree to fully cooperate with the Debtors,
9 Conservator and Arizona Corporation Commission by providing such information as they
10 may have relating to the (1) properties, assets and liabilities of the Mathon Entities and/or
11 (2) investments of and distributions to investors in the Mathon Entities.

12 9. Approval of this Stipulation is a prerequisite to proceeding with the proposed
13 Plan of Reorganization.

14 10. The foregoing represents a summary of the terms and conditions set forth in the
15 Stipulation. Investors are advised to read the terms and conditions, in full, of the
16 Stipulation, which can also be viewed at the Conservator's website at
17 www.mathonconservatorship.com.

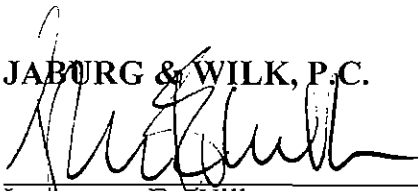
18 III. Conclusion

19 The proposed Settlement is in the best interests of the Debtors, the Conservatorship
20 and the investors. The proposed Settlement has been approved by the Arizona
21 Corporation Commission, Conservator and the Creditors Committee in the consolidated
22 Bankruptcy proceedings. Having been the subject of extended negotiations, each of the
23 parties agrees that the foregoing Stipulation will maximize the return to the investors of
24 their claims against Duane Slade and Guy Williams, and allow for an expedited
25 distribution.

26 WHEREFORE, the Conservator respectfully requests that this Court issue an Order
27 approving the Stipulation according to its terms, and authorizing the Conservator to
28 execute the document on behalf of the Conservatorship Estate.

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DATED this 9 day of July, 2006.

JABURG & WILK, P.C.

Lawrence E. Wilk
Jonathan P. Ibsen
Attorneys for James C. Sell, Conservator

ORIGINAL filed and **COPY**
of the foregoing hand-delivered this
10 day of July, 2006 to:

The Honorable Barry C. Schneider
MARICOPA COUNTY SUPERIOR COURT
125 West Washington, OCH 103
Phoenix, Arizona 85003

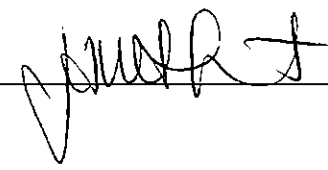
COPIES of the foregoing mailed and
emailed this 10 day of July, 2006 to:

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| James C. Sell 2222 E. Camelback Road, Suite 110 Phoenix, Arizona 85016 <i>Court Appointed Conservator</i> jsellsprint@earthlink.net | |
|--|--|

And a copy mailed to all individual
on the Master Mailing List



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Exhibit "A"

| | |
|---|--|
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| <p>Larry E. Wilk, AZ Bar No. 006510 Jonathan P. Ibsen, AZ Bar No. 023284 JABURG & WILK, P.C. 3200 N. Central Ave., 20th Floor Phoenix, AZ 85012-2415 (602) 248-1000 lew@jaburgwilk.com</p> <p>Attorneys for James C. Sell, Conservator</p> | <p>Keith Beauchamp, AZ Bar No. 012434 Brett A. Maidman, AZ Bar No. 011604 LEWIS & ROCA 40 N. Central Ave. Phoenix, AZ 85004-4426 (602) 262-0822 bmaidman@lrlaw.com</p> <p>Attorneys for Duane Slade and Guy Williams</p> |
| <p>Wendy Coy, AZ Bar No. 013195 Rachel Strachan, AZ Bar No. 018164 LeRoy Johnson, AZ Bar No. 013889 Arizona Corporation Commission 1300 W. Washington, 3d Floor Phoenix, AZ 85007 (602) 542-0633 wcoy@azcc.com</p> <p>Attorney for Arizona Corporation Commission</p> | |

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

| | |
|--|--|
| <p>In re:</p> <p>MATHON FUND, L.L.C., a Delaware limited liability company,</p> <p>MATHON FUND I, L.L.C., an Arizona limited liability company,</p> <p>W.S.F. – WORLD SPORTS FANS, L.L.C., an Arizona limited liability company,</p> <p style="text-align: center;">Debtors</p> | <p>Case No. 05-27993-GBN Case No. 05-27994-GBN Case No. 05-27995-GBN</p> <p style="text-align: center;">(Jointly Administered)</p> <p style="text-align: center;">SETTLEMENT AGREEMENT AND STIPULATION IN AID OF PLAN OF REORGANIZATION</p> |
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THIS STIPULATION, entered into as of the 7th day of July 2006, by and among **MATHON FUND, L.L.C.**, a Delaware limited liability company; **MATHON FUND I, L.L.C.**, an Arizona limited liability company; **W.S.F. – WORLD SPORTS FANS, L.L.C.**, an Arizona limited liability company; the **Other Conservatorship Entities** on Exhibit 1; **JAMES SELL**, as Conservator; the **ARIZONA CORPORATION COMMISSION**; **DUANE SLADE**; and **GUY ANDREW WILLIAMS**. This Stipulation is joined by the **OFFICIAL COMMITTEE OF UNSECURED CREDITORS**, **JENNIFER SLADE**, and **LISA WILLIAMS**, for the limited purposes stated hereafter.

RECITALS

The Mathon Companies

On or about October 10, 2001, W.S.F. – World Sports Fans L.L.C. was formed as an Arizona limited liability company. Duane Slade and Guy Williams have, at all times pertinent, been the sole members.

On or about February 25, 2002, Mathon Management LLC was formed as an Arizona limited liability company. On or about November 21, 2003, the company was reorganized as a Delaware limited liability company. Duane Slade and Guy Williams have, at all times pertinent, been the sole members.

On or about February 5, 2002, Mathon Fund I, L.L.C. was formed as an Arizona limited liability company. Mathon Management, LLC has, at all times pertinent, been the sole member and manager. From approximately April 2002 through November 2003, Mathon Fund I, L.L.C., issued various promissory notes to individual parties in exchange for cash or other valuable consideration.

On or about November 21, 2003, Mathon Fund, L.L.C. was formed as a Delaware limited liability company. Mathon Management, LLC has, at all times pertinent, been the sole member and manager. From November 2003 through approximately April 2005, Mathon Fund, L.L.C., received cash or other valuable consideration from investors pursuant to the terms of a "private placement memorandum"

Utah Securities Action

On or about August 27, 2003, the Division of Securities of the Department of Commerce of the State of Utah filed an action against Mathon Fund I, LLC, Mathon Management LLC, Duane Slade and others seeking an injunction against the sale of securities in Mathon Fund I, LLC. This action was resolved by stipulation in 2004.

Conservatorship Action

In April 2005, the Arizona Corporation Commission commenced an action in the Superior Court for Maricopa County, Arizona against Mathon Fund I, LLC, Mathon Fund, LLC, Duane Slade and Guy Williams and related entities seeking, *inter alia*, the appointment of a receiver over the assets of the defendant entities based on alleged violations of Arizona securities laws. The Slade and Williams defendants in this action have denied the material allegations of the complaint. The Superior Court appointed James Sell as receiver of the defendant entities. By subsequent stipulation and order, the receivership was continued and the name was changed to conservatorship.

Pursuant to the orders of the Superior Court, James Sell examined the books and records of the defendant entities and issued interim reports of his examination in May and September 2005. The interim reports include the following conclusions:

(1) **Payments from Other Investors.** In some instances, investors received payments from the subsequent investments of other investors, rather than collections from the third party loans.

(2) **No Security Interests.** Investors did not receive perfected security interests in the third-party loans.

(3) **Commingling.** Investor funds were commingled and, in some instances, could not be traced to particular loans or investments.

(4) **Payments Despite Defaults.** Existing investors received payments even though a substantial portion of the third-party loan portfolio was in payment delinquency.

(5) **Transfers to WSF – World Sports Fans, L.L.C.** Funds and other assets of Mathon Fund, L.L.C., and Mathon Fund I, L.L.C., were transferred to WSF – World Sports Fans, L.L.C., as “management fees,” “points” or other denomination and constituted the primary source of WSF – World Sports Fans, L.L.C.’s capital.

Duane Slade and Guy Williams dispute the material portions of these conclusions and the Superior Court has not adopted or adjudicated the conclusions stated therein.

The Bankruptcy Proceedings

On or about November 13, 2005, Mathon Fund I, L.L.C., Mathon Fund, L.L.C, and WSF – World Sports Fans, L.L.C., commenced these voluntary chapter 11 proceedings in the United States Bankruptcy Court for the District of Arizona. On or about November 28, 2005, the United States Trustee's Office appointed a committee of investors to serve as an official unsecured creditors' committee. On or about January 12, 2006, the Bankruptcy Court entered an order providing for the joint administration of these proceedings.

Summary of this Stipulation

The parties to this Stipulation have engaged in extensive negotiations to develop a consensual plan of reorganization in the best interests of the investors and other creditors. These negotiations have led to this Stipulation that, subject to the conditions set forth herein, would result in the filing of a plan of reorganization intended to maximize the recoveries for investors in Mathon Fund, L.L.C., and Mathon Fund I, L.L.C., and to minimize costly and protracted litigation. The parties hereto have agreed that this jointly developed plan would be submitted to the investors and the courts, and, if accepted and approved by them in the manner specified herein, would dispose of disputes among the parties hereto.

Subject to the terms and conditions set forth herein, the parties have agreed that the claims and disputes among the parties will be resolved on the terms set forth herein.

AGREEMENT

In consideration of the premises and the mutual covenants contained herein, the parties stipulate and agree as follows:

I. DEFINITIONS.

A. DEFINED TERMS.

This Stipulation uses certain terms with the following meanings:

1. ACC.

"ACC" means the Arizona Corporation Commission, a party to this Stipulation.

2. ACC Releasing Parties.

"ACC Releasing Parties" has the meaning set out at section V.C of this Stipulation.

3. Acceptable Plan of Reorganization.

"Acceptable Plan of Reorganization" means a plan of reorganization in the Chapter 11 Cases consistent with the provisions of section IV.A hereof.

4. Additional Assets.

"Additional Assets" mean the assets of Principals to be transferred to the Participating Trust on the Effective Date, described on Exhibit 2 attached hereto.

5. Administrative Claim.

"Administrative Claim" means a Claim or expense, or a portion of a Claim or expense, that is a cost or expense of the administration of Debtors' Estates allowed under §503(b) of the Bankruptcy Code that is entitled to priority under §507(a)(1) of the Bankruptcy Code, including but not limited to any actual and necessary cost and expense of preserving the Estates, or operating the business

of Debtors, and all fees and expenses of professionals entitled to compensation pursuant to Sections 328, 330 and 503(b) of the Code. Administrative Claims shall include (i) any Cure Payments, and (ii) any and all pre- and post-confirmation fees due to the U.S. Trustee's Office.

6. Avoidance Claim.

"**Avoidance Claim**" means a claim of an Estate to avoid transfers made by the Debtor to the extent such claim arises under §§ 544-551 of the Bankruptcy Code.

7. Bankruptcy Approval Motion.

"**Bankruptcy Approval Motion**" means the motion to be filed by the Debtors in the Bankruptcy Court, pursuant to section III.A.1, seeking approval of this Stipulation and the entry of the Bankruptcy Approval Order.

8. Bankruptcy Approval Order.

"**Bankruptcy Approval Order**" means an order of the Bankruptcy Court approving this Stipulation, and otherwise conforming with the provisions of section III.A.2.

9. Bankruptcy Code.

"**Bankruptcy Code**" means the Bankruptcy Code, as set forth in Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as applicable to Chapter 11 cases filed on the Petition Date.

10. Bankruptcy Court.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the District of Arizona or such other court as may have jurisdiction over the Chapter

11 Cases, and, with respect to any particular proceeding arising under Title 11 of the United States Code, or arising in or related to one or more of the Chapter 11 Cases, any other court which has jurisdiction over such proceeding.

11. Cash Settlement Amount.

“Cash Settlement Amount” means the cash to be paid by the Principals to the Participating Trust on the Effective Date, in the amount described on Exhibit 2 attached hereto.

12. Chapter 11 Case.

“Chapter 11 Case” means the Mathon Fund Case, the Mathon I Case or the WSF Case.

13. Claim.

“Claim” means a claim against Debtor within the meaning of §101(5) of the Bankruptcy Code, arising prior to the Confirmation Date.

14. Class.

“Class” means a category or group of holders of Claims against or Interests in a Debtor, as designated in an Acceptable Plan of Reorganization.

15. Committee.

The “Committee” means the Official Committee of Unsecured Creditors as such may be constituted from time to time by the U.S. Trustee and/or the Bankruptcy Court.

16. Confidentiality Agreement.

“Confidentialit y Agreement” means the agreement between Debtors, the Conservator, and the Principals, in substantially the form attached hereto as Exhibit 3.

17. Confirmation.

“Confirmation” means the entry of the Confirmation Order.

18. Confirmation Date.

“Confirmation Date” means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

19. Confirmation Order.

“Confirmation Order” means the order of the Bankruptcy Court confirming a Plan pursuant to § 1129 of the Bankruptcy Code.

20. Consent Judgment.

“Consent Judgment” means a judgment to be submitted by the parties hereto to the Conservatorship Court, in favor of the ACC and against the Principals, pursuant to section V.C hereof, in substantially the form attached hereto as Exhibit 4.

21. Conservator.

The “Conserv ator” means Jim Sell, in such capacity, or such other person or entity as may be designated to serve as conservator in the Conservatorship Action.

22. Conservatorship Action.

“**Conservatorship Action**” means *Arizona Corporation Commission v. Mathon Management Company, L.L.C., et al.*, Case No. 2005-005484, in the Conservatorship Court.

23. Conservatorship Approval Motion.

“**Conservatorship Approval Motion**” means the motion to be filed by the Conservator in the Conservatorship Court, pursuant to section III.B.1, seeking approval of this Stipulation and the entry of the Conservatorship Approval Order.

24. Conservatorship Approval Order.

“**Conservatorship Approval Order**” means an order of the Conservatorship Court approving this Stipulation, and otherwise conforming with the provisions of section III.B.2.

25. Conservatorship Court.

“**Conservatorship Court**” means the court presiding over the Conservatorship Action, currently the Superior Court for Maricopa County, Arizona.

26. Cure Payment.

“**Cure Payment**” means such amount, if any, as the Bankruptcy Court may determine is required to be paid in order to remedy a monetary default under an executory contract which Debtors seek to assume.

27. Debtor.

“**Debtor**” means Mathon Fund, Mathon I, or WSF.

28. Effective Date.

“Effective Date” means the date upon which a plan of reorganization filed by Debtors is substantially consummated, within the meaning of § 1101(2) of the Bankruptcy Code.

29. Investor.

“Investor” means a Person that either invested in, or received distributions from, or on behalf of, a Mathon Investment Entity in connection with, or on account of, a Security issued by such entity, whether such Security was denominated a note, “points,” or other designation.

30. Investor Claim.

“Investor Claim” means a claim in a Chapter 11 Case by an Investor.

31. Mathon Fund.

“Mathon Fund” means Mathon Fund, L.L.C., the Debtor in the Mathon Fund Case.

32. Mathon Fund Case.

“Mathon Fund Case” means the chapter 11 proceedings for Mathon Fund, Case No. 05-27993-GBN pending in the Bankruptcy Court.

33. Mathon Group Entity.

“Mathon Group Entity” means a Debtor, an Other Conservatorship Entity, or a Mathon Investment Entity.

34. Mathon I.

“Mathon I” means Mathon Fund I, L.L.C., the Debtor in the Mathon I Case.

35. Mathon I Case.

“**Mathon I Case**” means the chapter 11 proceedings for Mathon I, Case No. 05-27994-GBN pending in the Bankruptcy Court.

36. Mathon Investment Entity.

“**Mathon Investment Entity**” means a Debtor, Mathon Management or other entity so designated by Debtors.

37. Mathon Management.

“**Mathon Management**” means Mathon Management, L.L.C., a Delaware limited liability company.

38. Mathon Releasing Parties.

“**Mathon Releasing Parties**” has the meaning set out in section V.B hereof.

39. Net Investment Amount

“**Net Investment Amount**” has the meaning set forth in an Acceptable Plan of Reorganization based substantially upon the amount, for each Participating Investor, that is the aggregate of all cash payments made by such Investor to, or for the benefit of, a Mathon Investment Entity, less the aggregate of all cash payments received by, or for the benefit of, such Investor from, or on behalf of, a Mathon Investment Entity on account of such investment.

40. Other Conservatorship Entity.

“**Other Conservatorship Entity**” means an entity listed on Exhibit 1, attached hereto.

41. Other Settling Party.

"Other Settling Party" means a person who becomes an additional party to this agreement pursuant to the provisions of section VI hereof.

42. Participating Investor.

"Participating Investor" means an Investor who elects, or is deemed to have elected, to provide the releases described in section IV.A.4 hereof.

43. Participating Trust.

"Participating Trust" means the trust to be established in accordance with section IV.A.3 hereof, on or before the Effective Date, to receive, administer and distribute the proceeds of the settlement with the Principals provided for herein. The Participating Trust may administer the proceeds of other settlements and other assets., The only beneficiaries of such trust shall be Participating Investors.

44. Petition Date.

"Petition Date" means November 13, 2005, the date upon which the Chapter 11 Cases were commenced.

45. Principal.

"Principal" means Slade or Williams.

46. Security.

"Security" has the meaning set forth in §101(49) of the Bankruptcy Code.

47. Slade.

"Slade" means Duane Slade.

48. Stipulation.

“Stipulation” means this Stipulation, as may be amended from time to time in accordance with the provisions hereof.

49. Williams.

“Williams” means Guy Williams.

50. WSF.

“WSF” means W.S.F. -- World Sports Fans, L.L.C., the Debtor in the WSF Case.

51. WSF Case.

“WSF Case ” means the chapter 11 proceedings for WSF, Case No. 05-27995-GBN pending in the Bankruptcy Court.

II. AGREEMENT SUMMARY.

Subject to the terms and conditions set forth herein, the parties have agreed to the following substantive terms.

The Principals have agreed to transfer substantially all of their non-exempt assets to a trust for the benefit of Investors who accept the terms and conditions of an Acceptable Plan of Reorganization and agree to settle claims such Investors may have against Debtors, the Principals and other Settling Parties. The trust shall be established upon consummation of an Acceptable Plan.

In consideration of this transfer by the Principals, Debtors and the Other Conservatorship Entities have agreed to settle all claims any of them may have against the Principals, to seek confirmation of an Acceptable Plan of Reorganization that implements this Stipulation, and to establish a trust from the

proceeds of the settlement with the Principals for the benefit of Participating Investors.

The ACC has agreed to limit its claims against Debtors and the Other Conservatorship Entities and to release claims they may have against the Principals and Other Settling Parties, so that distributions to Investors will be maximized.

All of the parties hereto have agreed that their respective obligations under this Stipulation are subject to the terms and conditions set forth herein, including requirements that the terms hereof are approved by the Bankruptcy Court and the Conservatorship Court, and implemented pursuant to a plan of reorganization confirmed by the Bankruptcy Court.

Because this section II is intended solely as a summary, it shall not modify the meaning or interpretation of any other provision herein.

III. APPROVALS.

The parties acknowledge that the consummation of this Stipulation requires various approvals and consents. By executing this Stipulation, each of the parties agrees to proceed with reasonable diligence and to use best efforts to obtain the necessary approvals and consents in the manner set forth in this section III.

A. BANKRUPTCY COURT APPROVAL.

1. Bankruptcy Approval Motion.

Immediately upon the execution of this Stipulation, Debtors shall instruct counsel to file the Bankruptcy Approval Motion, which shall request the

Bankruptcy Court to enter the Bankruptcy Approval Order, on terms consistent herewith. Each of the parties to this Stipulation shall support the Bankruptcy Approval Motion and the entry of the Bankruptcy Approval Order and shall, at the request of Debtors, be available to testify in support thereof.

2. Bankruptcy Approval Order.

The Bankruptcy Approval Order shall (i) authorize and direct Debtors to take necessary actions to effectuate this Stipulation, (ii) approve the terms of the settlement with the Principals set forth herein, and (iii) establish a bar date for the filing of Claims (other than Administrative Claims),

B. CONSERVATORSHIP COURT APPROVAL.

1. Conservatorship Approval Motion.

Immediately upon the execution of this Stipulation, the Conservator and the ACC shall instruct counsel to file the Conservatorship Approval Motion, which shall request the Conservatorship Court to enter the Conservatorship Approval Order, on terms consistent herewith. Each of the parties to this Stipulation shall support the Conservatorship Approval Motion and the entry of the Conservatorship Approval Order and shall, at the request of the Conservator, be available to testify in support thereof.

2. Conservatorship Approval Order.

The Conservatorship Approval Order shall (i) authorize and direct the Conservator, the Other Conservatorship Entities and the Principals to take necessary actions to effectuate this Stipulation, and (ii) approve the terms of the settlement with the Principals set forth herein.

IV. PLAN OF REORGANIZATION.

A. ACCEPTABLE PLAN OF REORGANIZATION.

“Acceptable Plan of Reorganization” means a plan of reorganization for Debtors filed by Debtors in the Chapter 11 Cases containing provisions consistent with the following:

1. Classification and Treatment of Investors.

An Acceptable Plan of Reorganization must provide for the separate classification of Investor Claims, and afford each Investor an election to be a Participating Investor. A Participating Investor (i) will be entitled to participate in distributions from a separate trust including the proceeds of the settlement with the Principals provided for herein, (ii) will be released from claims of other Participating Investors, the Principals, the Other Conservatorship Entities and Debtors (including Avoidance Claims), and (iii) will release any claims such investor may have against other Participating Investors, the Principals, and their spouses, and the Other Conservatorship Entities.

2. Possible Ineligible Participating Investors.

Notwithstanding the provisions of section IV.A.1 hereof, Debtors may propose an Acceptable Plan of Reorganization that identifies certain Participating Investors as ineligible to receive distributions from the Participating Trust and/or ineligible for release from Avoidance Claims. PROVIDED, however, that such a plan must provide for the identification of such ineligible investors on or prior to the approval of the accompanying disclosure statement.

3. Creation of Participating Trust for Settlement Proceeds.

An Acceptable Plan of Reorganization must provide for the establishment of a trust (the "Participating Trust") upon the consummation of such plan, which shall receive the assets transferred by the Principals and manage, liquidate and distribute such assets solely for the benefit of Participating Investors.

4. Release Provisions for Participating Investors.

An Acceptable Plan of Reorganization must provide that an Investor who elects to be a Participating Investor shall, upon consummation of such plan, (i) release all claims such investor may have against the Principals, their spouses, Other Conservatorship Entities, and other Participating Investors, and (ii) be released from any claims Debtors or the Other Conservatorship Entities may have against them.

5. Conditions to Effective Date of Plan.

An Acceptable Plan of Reorganization must provide that the occurrence of the Effective Date of such Plan shall be conditioned upon (i) the entry, and continued validity, of the Bankruptcy Approval Order and the Conservatorship Approval Order, (ii) the entry, and continued validity, of an order confirming the Plan, and (iii) the performance by Debtors and the Principals of their respective obligations hereunder (except to the extent such performance has been waived by the other parties hereto); (iv) the existence of no pending bankruptcy proceedings for the Principals; and (v) the election by at least ninety percent (90%), by dollar amount of claims of the Investors, allowed or estimated, to be Participating Investors, unless that condition is waived by the parties hereto.

6. Limitations on ACC Claims against Principals and Others.

An Acceptable Plan of Reorganization must provide that the ACC shall, upon consummation of such Plan, release all claims it may have against the Principals and their spouses (other than the claims resolved and liquidated by entry of the Consent Judgment), Other Conservatorship Entities, and Participating Investors, PROVIDED, that the ACC shall not be required to release claims, against Investors or others, for violations of the Arizona Securities Act or the Investment Management Act and PROVIDED FURTHER, that such release shall not be applicable to any other governmental agency or subdivision of the State of Arizona.

7. ACC Claim against Debtors and Other Conservatorship Entities.

An Acceptable Plan of Reorganization must provide for the separate classification of the ACC Claim, and provide for the subordination of payment of such claim, against Debtors and the Other Conservatorship Entities, to the payment in full of all allowed claims of Participating Investors.

B. FILING OF PLAN AND DISCLOSURE STATEMENT.

On or before June 30, 2006, Debtors shall file a disclosure statement and a plan of reorganization to implement the provisions of this Stipulation. Subject to the provisions of this section IV, the other parties hereto shall support the approval of the disclosure statement and the confirmation of the plan, and shall, at the request of Debtors, be available to testify in support thereof.

C. CONFORMANCE OF PLAN TO STIPULATION.

Debtors shall endeavor to file a plan that meets the requirements of this Stipulation, including the requirements set forth in section IV for an Acceptable Plan of Reorganization. A plan filed by Debtors shall be conclusively deemed to be an Acceptable Plan of Reorganization unless, within twenty (20) days of the filing of such plan, another party to this Stipulation notifies Debtors that such party deems the plan filed to be non-conforming. If the parties hereto are not able to resolve any differences arising from such objection, the Bankruptcy Court shall resolve the dispute upon motion by any party hereto.

D. AMENDED PLAN.

At any time prior to the substantial consummation of a plan filed by Debtors, and subject to the requirements of the Bankruptcy Code, Debtors may amend a plan so filed. Any amended plan filed by Debtors shall be conclusively deemed to be an Acceptable Plan of Reorganization unless, within twenty (20) days of the filing of such amended plan, another party to this Stipulation notifies Debtors that such party deems the plan filed to be non-conforming. If the parties hereto are not able to resolve any differences arising from such objection, the Bankruptcy Court shall resolve the dispute upon motion by any party hereto.

V. SETTLEMENT WITH THE PRINCIPALS.

Subject to the terms and conditions set forth herein, the parties agree to settle and resolve claims against the Principals on the following terms and conditions:

A. OBLIGATIONS OF PRINCIPALS.

1. Payment and Transfers from Principals.

On the Effective Date, the Principals shall (i) pay the Cash Settlement Amount to the Participating Trust, (ii) transfer all of their claims against and interests in Debtors and the Other Conservatorship Entities to the Participating Trust, and (iii) transfer the Additional Assets to the Participating Trust.

2. Releases from Principals.

On the Effective Date, the Principals, and their spouses, on behalf of themselves, their heirs, successors, representatives and assigns, shall release, remise and acquit any and all claims, causes of actions, debts, obligations, and notes either of them may have as of the Effective Date, relating in any way to the Mathon Group Entities, including any claims for contribution, indemnity, or subrogation, against (i) the Mathon Group Entities; (ii) the ACC; (iii) any Other Settling Party; and (iv) Participating Investors, together with their respective heirs, successors, representatives and assigns.

3. Cooperation from Principals.

On and after the Effective Date, the Principals shall continue to cooperate with the Debtors, the Conservator, and the ACC, and the Participating Trust by providing such information as they may have relating to (i) the properties, assets and liabilities of the Mathon Group Entities, and/or (ii) investments of and distributions to Investors in Mathon Group Entities.

4. Financial Information.

The Principals shall, through and until the Effective Date of this Agreement, provide the Debtors, the Conservator and the ACC with personal financial information reasonably requested, from time to time by them. Information provided by the Principals hereunder shall not be subject to public disclosure and shall be protected pursuant to the Confidentiality Agreement.

5. Representations and Warranties by Principals.

As of the date of this Stipulation and as of the Effective Date, each Principal hereby represents and warrants to the other parties to this Stipulation, as follows:

a. Balance Sheet.

Such Principal has provided the Debtors, the Conservator and the ACC with a balance sheet, as of June 15, 2006, which, to the best knowledge, information and belief of such Principal, truly and accurately reflects the Principal's assets and liabilities as of such date.

b. Disclosures Relating to Mathon Group Entities.

Such Principal has provided the Debtors, the Conservator and the ACC with a description of (i) all equity or ownership interests held or asserted by anyone in each of the Mathon Group Entities, (ii) the assets and liabilities of each such entity, and (iii) an accounting of any claim such Principal asserts against each such entity, and the information provided to the Conservator is true and correct, to the best knowledge, information and belief of the Principal.

c. Disclosure of Material Assets.

Such Principal has provided the Conservator and the ACC with a description of the Principal's material assets, as of June 15, 2006, which listing is true and accurate to the best knowledge, information and belief of such Principal.

d. Material Transfers by Principal.

Except as disclosed to Debtors, the Conservator and the ACC, in writing prior to the execution of this Stipulation, such Principal has not transferred an interest in property of such Principal (i) with the intent to hinder, delay or defraud a creditor of such Principal, or (ii) with intent to receive less than reasonably equivalent value in exchange.

e. Transactions with Mathon Related Entities.

The information provided by such Principal to the Debtors, the Conservator and the ACC relating to the Principal's transactions with any Mathon Group Entity is true and accurate to the best of that Principal's knowledge, information and belief.

f. Transactions with Investors.

The information provided by such Principal to Debtors, the Conservator and the ACC relating to transactions between Investors and any Principal or Mathon Group Entity is true and accurate to the best knowledge, information and belief.

B. RELEASE OF MATHON GROUP CLAIMS AGAINST PRINCIPALS.

As of the Effective Date, and subject to the conditions and provisions stated herein, each Mathon Group Entity, on behalf of itself, its successors, representatives and assigns (the "Mathon Releasing Parties") shall release,

remise and acquit any and all claims, causes of actions, debts, obligations, and notes each of them may have against the Principals, and their spouses, as of the Effective Date, relating in any way to the Mathon Group Entities.

C. SETTLEMENT OF ACC CLAIMS AGAINST PRINCIPALS.

On or before the Effective Date, the parties hereto shall request the Conservatorship Court to enter the Consent Judgment in favor of the ACC against the Principals.

D. POSSIBLE CLAIM REINSTATEMENT.

If, within two (2) years after the Effective Date, the Participating Trust discovers that a Principal has failed to disclose a material asset or transfer required to be disclosed under sections V.A.5.a, or V.A.5.d hereof, the Participating Trust, as successor to the Mathon Group Entities, may rescind the release provided for in section V.B, for the limited purpose of recovering the undisclosed asset or transfer, from the Principal and/or from the transferee of the Principal. PROVIDED, however, that the granting of the remedy provided in this section shall not limit or restrict any alternative remedy the Participating Trustee may have against such Principal for a failure to disclose assets or transferred required under sections V.A.5.a, or V.A.5.d hereof.

VI. OTHER SETTLING PARTIES.

Debtors may, from time to time, elect to make similar settlements with other persons who are, or may be, liable to Debtors pursuant to Avoidance Claims or otherwise. The other parties to this Stipulation shall consent to the addition of any such person as an "Other Settling Party" provided (i) the

Bankruptcy Court has approved the terms of the settlement with such person, (ii) the other person agrees to release any and all claims against the other parties hereto and against Participating Investors on the Effective Date, and (iii) the proceeds of such settlement are transferred to the Participating Trust on the Effective Date. Nothing in this section VI shall require the ACC to release any Other Settling Party from claims for violation of the Arizona Securities Act or the Investment Management Act.

VII. EARLY TERMINATION OF STIPULATION.

A. GROUNDS FOR TERMINATION.

Any party hereto may, upon at least ten (10) days' notice to the other parties, elect to terminate this Stipulation, if, notwithstanding the cooperation of the terminating party in seeking the approvals referenced in section III hereof, one or more of the following does not occur, and such failure to occur is continuing:

1. Filing of Plan and Disclosure Statement.

Debtors do not file a plan and accompanying disclosure statement by June 30, 2006.

2. Entry of Bankruptcy Approval Order.

The Bankruptcy Approval Motion is denied or the Bankruptcy Approval Order is not entered by July 30, 2006.

3. Approval of Disclosure Statement.

A disclosure statement filed by Debtors is not approved by August 15, 2006.

4. Entry of Conservatorship Approval Order.

The Conservatorship Approval Motion is denied or the Conservatorship Approval Order is not entered by August 30, 2006.

5. Confirmation of Plan.

A plan filed by Debtors is not confirmed by October 15, 2006.

6. Plan Consummation.

A plan filed by Debtors is not substantially consummated by November 30, 2006.

Notwithstanding the foregoing, this Stipulation shall not be terminated if the circumstance authorizing termination is cured within the notice period provided for herein.

B. EFFECT OF TERMINATION.

Upon termination of this Stipulation pursuant to this section VII, this Stipulation shall become null and void and of no force and effect, and the parties will be entitled to the restoration of the status quo as it existed prior to the execution of this Stipulation, and any applicable statute of limitations shall be tolled from the date of this Stipulation to the date of such termination.

VIII. NOTICE.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered to the receiving party on the first to occur of the following: (i) when received in person by the addressee listed below, (ii) three (3) business days after being delivered to the United States Post Office, pre-paid with postage for first class or higher service, addressed as set forth below, (iii) one

(1) day after being transmitted by facsimile or E-mail, addressed as set forth below:

To Debtors:

James C. Sell
2222 E. Camelback Road, Suite 110
Phoenix, Arizona 85019-3519
Facsimile: (602) 265-3622
E-mail: jsellsprint@earthlink.net

With copy to:

Michael Carmel
80 E. Columbus Avenue
Phoenix, Arizona 85012-2334
Facsimile: (602) 277-0144
E-mail: michael@mcarmellaw.com

To the Conservator and/or the Other Conservatorship Entities:

James C. Sell
2222 E. Camelback Road, Suite 110
Phoenix, Arizona 85019-3519
Facsimile: (602) 265-3622
E-mail: jsellsprint@earthlink.net

With copy to:

Larry E. Wilk
Jaburg & Wilk, P.C.
3200 North Central Ave., 20th Floor
Phoenix, Arizona 85012-2415
Facsimile: (602) 248-0522
E-mail: lew@jaburgwilk.com

To the ACC:

Matthew J. Neubert, Director of Securities
Arizona Corporation Commission
1300 W. Washington
Phoenix, Arizona 85007
Facsimile: 602-594-7451
E-mail: mneubert@azcc.gov

With copy to:

Wendy Coy
1300 W. Washington, 3rd Floor
Phoenix, Arizona 85007
Facsimile: (602) 594-7418
E-mail: wcoy@azcc.gov

To Slade:

Duane Slade
4122 East McLellan Rd., Lot 12
Mesa, Arizona 85205

With copy to:

L. Keith Beauchamp
Lewis and Roca
40 N. Central Avenue
Phoenix, Arizona 85004-4429
Facsimile: (602) 734-3877
E-mail: Kbeauchamp@lrlaw.com

To Williams:

Guy A. Williams
1052 South 38th Street
Mesa, Arizona 85206

With copy to:








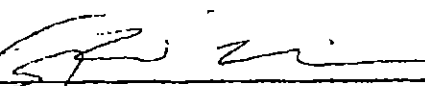
L. Keith Beauchamp
Lewis and Roca
40 N. Central Avenue
Phoenix, Arizona 85004-4429
Facsimile: (602) 734-3877
E-mail: Kbeauchamp@lrlaw.com

A party may change the address provided above by notice to all other parties hereto given in accordance with this section.

XV. EXECUTION.

This Stipulation may be executed in multiple counterparts, each one of which shall constitute an original and all of which shall constitute one agreement.

DATED this the ____ day of June, 2006.

| | |
|--------------------------------|--|
| Mathon Fund: |  James Sell, as Conservator of Mathon Fund, L.L.C. |
| Mathon I: |  James Sell, as Conservator of Mathon Fund I, L.L.C. |
| WSF: |  James Sell, as Conservator of WSF - World Sports Fan, L.L.C. |
| Other Conservatorship Entities |  James Sell, as Conservator of the Entities listed on Exhibit 1 |
| Conservator: |  James Sell, as Conservator |
| ACC: |  Wendy Coy, Attorney for ACC |
| SLADE: |  Duane Slade |
| WILLIAMS: |  Guy Williams |
| COMMITTEE | |

IX. JOINDER OF COMMITTEE.

The Committee joins in this Stipulation for the purpose of evidencing its intention to support entry of the Bankruptcy Approval Order.

X. JOINDER OF SPOUSES.

Jennifer Slade and Lisa Williams join in this Stipulation for the purpose of evidencing their consent to the transfers of property of the Principals provided for herein.

XI. MODIFICATION OF AGREEMENT.

This Stipulation is the complete and entire agreement of the parties and can only be modified in a writing signed by all of the parties hereto. Except as provided herein, this Stipulation may not be modified, changed contradicted, edited or altered in any way by any prior or subsequent written or oral communications.

XII. CHOICE OF LAW.

This Stipulation is to be interpreted in accordance with the law of the State of Arizona, except to the extent it may be governed by federal bankruptcy law.

XIII. SUCCESSORS AND ASSIGNS.

This Stipulation shall inure to the benefits of, and be binding upon, the parties hereto and their respective successors and assigns.

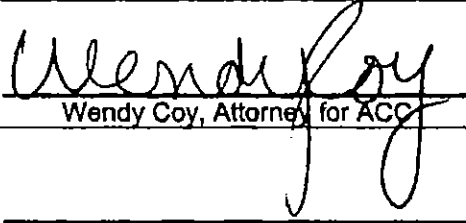
XIV. HEADINGS.

Headings used in this Stipulation are for convenience of reference only and shall not affect the construction or interpretation hereof.

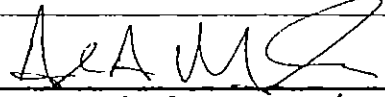
XV. EXECUTION.

This Stipulation may be executed in multiple counterparts, each one of which shall constitute an original and all of which shall constitute one agreement.

DATED this the 6th day of June, 2006.

| | |
|--------------------------------|---|
| Mathon Fund: | James Sell, as Conservator of Mathon Fund, L.L.C. |
| Mathon I: | James Sell, as Conservator of Mathon Fund I, L.L.C. |
| WSF: | James Sell, as Conservator of WSF -- World Sports Fan, L.L.C. |
| Other Conservatorship Entities | James Sell, as Conservator of the Entities listed on Exhibit 1 |
| Conservator: | James Sell, as Conservator |
| ACC: |  Wendy Coy, Attorney for ACC |
| SLADE: | Duane Slade |
| WILLIAMS: | Guy Williams |
| COMMITTEE | |

| | |
|----------------|------------------------|
| COMMITTEE | |
| | Attorney for Committee |
| JENNIFER SLADE | |
| | Jennifer Slade |
| LISA WILLIAMS | |
| | Lisa Williams |

| | |
|----------------|---|
| |  Attorney for Committee Alan A. Meda |
| JENNIFER SLADE | <hr/> Jennifer Slade |
| LISA WILLIAMS | <hr/> Lisa Williams |

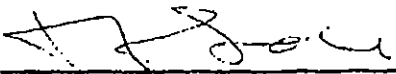

| | |
|----------------|--|
| COMMITTEE | Attorney for Committee |
| JENNIFER SLADE |  Jennifer Slade |
| LISA WILLIAMS |  Lisa Williams |

EXHIBIT 1
Other Conservator Entities

1. 11 KRISTY L.L.C.
2. ADVENTURE BOUND L.L.C.
3. ANON TRUCKING L.L.C.
4. ASHTAR HOLDINGS L.L.C.
5. AUS-VACATIONS L.L.C.
6. BALLARD ADVISORS L.L.C.
7. BELLEVUE HOLDINGS L.L.C.
8. BOULDER LOOP L.L.C.
9. BTOL.COM L.L.C.
10. CEDAR CREST L.L.C.
11. CEDAR CREST FAMILY L.L.C.
12. CHALICE 3 L.L.C.
13. CHALICE 7 L.L.C.
14. CHALICE HOLDINGS L.L.C.
15. CONNECTICUT PROPERTIES
L.L.C.
16. CRE CAPITAL L.L.C.
17. DEADMANS 40 L.L.C.
18. EVERETT CAPITAL L.L.C.
19. FIRST ATLANTA INVESTMENTS
L.L.C.
20. INTEGRITY 101 L.L.C.
21. INTEGRITY 201 L.L.C.
22. INTEGRITY 301 L.L.C.
23. INTEGRITY 401 L.L.C.
24. INTEGRITY 501 L.L.C.
25. INTEGRITY 601 L.L.C.

26. INTEGRITY 701 L.L.C.
27. INTEGRITY 801 L.L.C.
28. INTEGRITY 901 L.L.C.
29. JH KIVA L.L.C.
30. JONAS FUND I L.L.C.
31. LAS SENDAS 36 L.L.C.
32. MATHON FUND L.L.C.
33. MATHON FUND I L.L.C.
34. MATHON MANAGEMENT
COMPANY L.L.C.
35. MERCER ISLAND L.L.C.
36. MEZZANINE FUND I L.L.C.
37. MEZZANINE MANAGEMENT
L.L.C.
38. MILL CREEK L.L.C.
39. MM COLONIAL FUND L.L.C.
40. OAK HARBOR FINANCIAL L.L.C.
41. PACIFIC TRAVEL L.L.C.
42. PINEHURST DEVELOPMENT
L.L.C.
43. RIO VERDE C-1 L.L.C.
44. RIVERSIDE DIAGNOSTIC L.L.C.
45. ROUND VALLEY CAPITAL L.L.C.
46. SAHALE L.L.C.
47. SLADE WILLIAMS AND
ASSOCIATES L.L.C.
48. SOAR MARKETING L.L.C.
49. SOUTH PACIFIC TRAVEL L.L.C.

50. SW STRATEGIC WEALTH
ADVISORS L.L.C.
51. TEMPLAR FUND L.L.C.
52. W.S.F. – WORLD SPORTS FANS
L.L.C.

**EXHIBIT 2
SETTLEMENT CONSIDERATION**

Cash Settlement Amount: \$750,000.00

Additional Assets:

1. All equity interests of Principals and their spouses in any Mathon Group Entity;
2. All debts, obligations, claims, notes, and causes of action Principals and their spouses may have against any Mathon Group Entity;
3. Principals' beneficial interest, if any, in the New Mexico Property;
4. Principals' beneficial interest, if any, in the Hillcrest lot and the Cedar Crest lot;
5. Principals' interest, if any, in accounts receivable from Jim Glauser and Doug Towler;
6. Any and all claims Principals may have against insurance policies, professionals and related indemnification claims;
7. The balance, if any in the retainer account held for Principals at Lewis and Roca, if no criminal, civil or regulatory actions concerning the Mathon Fund entities or related entities have been brought within six (6) years after the Effective Date

EXHIBIT 3
Stipulated Confidentiality Agreement

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|---|---|
| <p>Michael W. Carmel, AZ Bar No. 007356 MICHAEL W. CARMEL, LTD. 80 East Columbus Ave. Phoenix, AZ 85012-2334 602-264-4965 AZ Bar No. 007356 michael@mcarmellaw.com</p> <p>Attorney for Debtor W.S.F. – World Sports Fans, L.L.C.</p> | <p>Keith Beauchamp, AZ Bar No. 012434 Brett A. Maidman, AZ Bar No. 011604 LEWIS & ROCA 40 N. Central Ave. Phoenix, AZ 85004-4426 (602) 262-0822 bmaidman@lrlaw.com</p> <p>Attorneys for Duane Slade and Guy Williams</p> |
| <p>Larry E. Wilk, AZ Bar No. 006510 Jonathan P. Ibsen, AZ Bar No.023284 JABURG & WILK, P.C. 3200 N. Central Ave., 20th Floor Phoenix, AZ 85012-2415 (602) 248-1000 lew@jaburgwilk.com</p> <p>Attorneys for James C. Sell, Conservator</p> | |

**UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF ARIZONA**

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| <p>In re:</p> <p>MATHON FUND, L.L.C., a Delaware limited liability company,</p> <p>MATHON FUND I, L.L.C., an Arizona limited liability company,</p> <p>W.S.F. — WORLD SPORTS FANS, L.L.C., an Arizona limited liability company,</p> <p align="center">Debtors</p> | <p>Case No. 05-27993-GBN Case No. 05-27994-GBN Case No. 05-27995-GBN</p> <p align="center">(Jointly Administered)</p> <p align="center">STIPULATED CONFIDENTIALITY AGREEMENT</p> |
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